

ORDER FOR SUPPLIES OR SERVICES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 07/01/2010	2. CONTRACT NO. (if any) CM130105CT0023	6. SHIP TO:		
3. ORDER NO. HSBP1010F00356		4. REQUISITION/REFERENCE NO. 0020058477		
5. ISSUING OFFICE (Address correspondence to) DHS - Customs & Border Protection DHS, Customs & Border Protection 6650 Telecom Dr. Intech Two St ATTN: (b) (6) Indianapolis IN 46278		a. NAME OF CONSIGNEE See Attached Delivery Schedule		
		b. STREET ADDRESS		
		c. CITY	d. STATE	e. ZIP CODE
		f. SHIP VIA		
7. TO:		8. TYPE OF ORDER		
a. NAME OF CONTRACTOR THE CENTECH GROUP		<input type="checkbox"/> a. PURCHASE - Reference Your _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
b. COMPANY NAME		<input checked="" type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
c. STREET ADDRESS 6402 ARLINGTON BLVD., 10TH FLOOR		10. REQUISITIONING OFFICE (b) (6)		
d. CITY FALLS CHURCH	e. STATE VA	f. ZIP CODE 22042		
9. ACCOUNTING AND APPROPRIATION DATA		11. BUSINESS CLASSIFICATION (Check appropriate box(es))		
CONTRACTOR TIN: (b) (4)		<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
12. F.O.B. POINT Not applicable				
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B POINT ON OR BEFORE (Date) 07/01/2011
a. INSPECTION	b. ACCEPTANCE			16. DISCOUNT TERMS Net 30

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Accept
10	Field Technology Instructors-HQ01/BASE	1.000	AU	(b) (4)	(b) (4)	
20	Field Technology Training Trvl-HQ01/BASE	1.000	AU	\$50,000.00	\$50,000.00	
30	Distributive Learning Tm Labor-HQ01/BASE	1.000	AU	(b) (4)	(b) (4)	
40	Distributive Learning Tm Trvl-HQ01/BASE	1.000	AU	\$3,000.00	\$3,000.00	
50	Training Rm Support Labor-HQ01/BASE	1.000	AU	(b) (4)	(b) (4)	
60	Training Rm Support Trvl-HQ01/BASE	1.000	AU	\$4,000.00	\$4,000.00	
70	Training Services Labor-HQ01/BASE	1.000	AU	(b) (4)	(b) (4)	

SEE BILLING INSTRUCTIONS REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		TOT. (Cont. pages) 17(i) GRAND TOTAL	
	21. MAIL INVOICE TO:					
	a. NAME DHS - Customs & Border Protection		National Finance Center			(b) (4)
	b. STREET ADDRESS (or P.O. Box)		PO Box 68908			
	c. CITY Indianapolis	d. STATE IN	e. ZIP CODE 46268	\$9,062,214.82		
22. UNIT BY (Sign)	(b) (6)		23. NAME (Typed) Bruce D. Wood TITLE: CONTRACTING/ORDERING OFFICER		(REV.)	

ORDER FOR SUPPLIES OR SERVICES
Schedule - Continuation

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER
07/01/2010

2. CONTRACT NO. (if any)
CM130105CT0023

3. ORDER NO.
HSBP1010F00356

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Acpt
80	FIMP 7 - KMT Training Labor-TSD/IU107	1.000	AU	(b) (4)		
90	FIMP 7 - KMT Training Trvl-TSD/IU107	1.000	AU	\$10,007.40	\$10,007.40	
100	FIMP 7 -BigFix Tier1 & 2 O&M-TSD/IR192	1.000	AU	(b) (4)		
110	FIMP 7 -BigFix Training-TSD/IR192	1.000	AU	(b) (4)		
120	BEMS Training Labor-HQ01/BASE	1.000	AU			
130	BEMS Training Travel-HQ01/BASE	1.000	AU	\$61,088.45	\$61,088.45	
140	GOES Help Desk Support - WHTI	1.000	AU	(b) (4)		
150	CCD Cert Training-NTP/HQ01	1.000	AU	(b) (4)		
160	CCD Cert Travel-NTP/HQ01	1.000	AU	\$300.00	\$300.00	
170	CCD Officer Training-NTP/AP01	1.000	AU	(b) (4)		
180	CCD Officer Travel-NTP/AP01	1.000	AU	\$17,440.00	\$17,440.00	
190	TRaCT-VHFRadio Labor-NTP/BN01	1.000	AU	(b) (4)		
200	TRaCT-VHFRadio TRVL-NTP/BN01	1.000	AU	\$128,419.83	\$128,419.83	
210	TRaCT-VHFRadio Labor-NTP/AP01	1.000	AU	(b) (4)		
220	TRaCT-VHFRadio TRVL-NTP/AP01	1.000	AU	\$33,000.00	\$33,000.00	
230	TRaCT-VHFRadioAdv Labor-NTP/HQ01	1.000	AU	(b) (4)		
240	TRaCT-VHFRadioAdv TRVL-NTP/HQ01	1.000	AU	\$128,419.83	\$128,419.83	
250	COSS Training-NTP/AP01	1.000	AU	(b) (4)		
260	COSS Travel-NTP/AP01	1.000	AU	\$6,600.00	\$6,600.00	
270	COSS Training-NTP/BN01	1.000	AU	(b) (4)		
280	COSS Travel-NTP/BN01	1.000	AU	\$16,500.00	\$16,500.00	
290	COSS Training-NTP/HQ01	1.000	AU	(b) (4)		
300	COSS Travel-NTP/HQ01	1.000	AU	\$8,765.80	\$8,765.80	
310	SEACATS Training Labor-NTP/AP01	1.000	AU	(b) (4)		
320	SEACATS Training Travel-NTP/AP01	1.000	AU	\$6,600.00	\$6,600.00	
330	SEACATS Training Labor-NTP/BN01	1.000	AU	(b) (4)		
340	SEACATS Training Travel-NTP/BN01	1.000	AU	\$20,967.20	\$20,967.20	
350	SEACATS Training Labor-NTP/HQ01	1.000	AU	(b) (4)		
360	SEACATS Training Travel-NTP/HQ01	1.000	AU	\$20,967.20	\$20,967.20	

**ORDER FOR SUPPLIES OR SERVICES
Schedule - Continuation**

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER
07/01/2010

2. CONTRACT NO. (if any)
CM130105CT0023

3. ORDER NO.
HSBP1010F00356

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Acpt
370	TECS Training Labor-NTP/AP01	1.000	AU	(b) (4)		
380	TECS Training Travel-NTP/AP01	1.000	AU	\$6,600.00	\$6,600.00	
390	TECS Training Labor-NTP/BN01	1.000	AU	(b) (4)		
400	TECS Training Travel-NTP/BN01	1.000	AU	\$11,200.00	\$11,200.00	
410	TECS Training Labor-NTP/HQ01	1.000	AU	(b) (4)		
420	TECS Training Travel-NTP/HQ01	1.000	AU	\$11,236.51	\$11,236.51	
430	SBI Training - Webbased Developement	1.000	AU	(b) (4)		
440	SBI Training - Contractor Travel	1.000	AU	\$10,000.00	\$10,000.00	
450	SBI Training - Labor	1.000	AU	(b) (4)		
460	SBI Training - FTO Labor	1.000	AU	(b) (4)		
470	Computer Security Labor - HQ01/BASE	1.000	AU	(b) (4)		
480	Computer Security Travel - HQ01/BASE	1.000	AU	\$28,500.00	\$28,500.00	
490	End User FY10 Training - CUP 11/BASE	1.000	AU	(b) (4)		
500	NCIC/NLETS FY10 Training - CUP26/BASE	1.000	AU	(b) (4)		
510	End User FY10 Training II - CUP15b/BASE	1.000	AU	(b) (4)		
520	TOMIS Training Costs - BEMS	1.000	AU	(b) (4)		
530	TOMIS Training Costs - BEMS	1.000	AU	(b) (4)		
540	PSPO Training Support	1.000	AU	(b) (4)		
550	PSPO Training Support	1.000	AU	(b) (4)		
560	PSPO Training Support	1.000	AU	(b) (4)		
570	PSPO Training Support	1.000	AU	(b) (4)		
580	PSPO Training Support	1.000	AU	(b) (4)		
590	PSPO Travel	1.000	AU	\$108,066.00	\$108,066.00	
600	PSPO Travel	1.000	AU	\$124,000.00	\$124,000.00	

DATE OF ORDER 07/01/2010	CONTRACT NO. (if any) CM130105CT0023	ORDER NO. HSBP1010F00356	PAGE OF PAGES 4 4
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Federal Tax Exempt ID: 72-0408780

Emailing Invoices to CBP. As an alternative to mailing invoices to the National Finance Center as shown on page one of this award you may email invoices to: cbpinvoices@dhs.gov.

NOTES:

The purpose of this task order is to provide services per the terms and conditions of GSA COMMITS contract number CM1301-05-CT-0023. The contractor shall provide the services in the attached Statement of Work for Information Technology Training & Support Services dated 7/1/2010 (Attachment 1) and the attached Items and Prices, Delivery Schedule, and Accounting Data for order number HSBP1010F00356.

This is a time and materials type order.

Labor categories, hourly rates, and estimated hours are as follows:

(b) (4) (Computer Resources), 7520 hours, (b) (4)
 (b) (4) (Computer Specialist), 16200 hours, (b) (4)
 (b) (4) 1920 hours, (b) (4)
 (b) (4) 26320 hours, (b) (4)
 (b) (4) 7520 hours, (b) (4)
 (b) (4) 5640 hours, (b) (4)
 (b) (4) 3840 hours, (b) (4)
 (b) (4) 5640 hours, (b) (4)
 (b) (4) 24440 hours, (b) (4)
 (b) (4) 7200 hours, (b) (4)

Additional labor categories may be added only through a task order modification executed by the Contracting Officer.

The contractor shall not invoice labor hours exceeding a 10 percent differential over the estimated number of hours for that category without first receiving a task order modification executed by the Contracting Officer adjusting the quantity of estimated labor hours. Under no circumstances shall the total amount invoiced exceed the ceiling price of this order unless the ceiling price is increased via task order modification.

The period of performance is 7/2/2010 through 7/1/2011.

The not-to-exceed ceiling price of this order is \$9,062,214.82. This ceiling price is broken out between estimated labor and travel as follows:

Labor (b) (4)
 Travel \$815,678.02
 Total \$9,062,214.82

All travel will be performed in accordance with the Federal Travel Regulation. Travel shall not exceed the amount listed above without a task order modification executed by the Contracting Officer.

Only changes authorized by the Contracting Officer will be valid.

The order number (Block 3) shall be referenced on the invoice.

Send invoices to the address in Block 21 or to cbpinvoices@dhs.gov. Please send a copy of all invoices to entscontracts@dhs.gov.

COTR is (b) (6)
 Contract Specialist is (b) (6)

**ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA
FOR
DELIVERY ORDER: HSBP1010F00356**

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	Field Technology Instructors-HQ01/BASE	1.000	AU	(b) (4)	
20	Field Technology Training Trvl-HQ01/BASE	1.000	AU	\$50,000.00	\$50,000.00
30	Distributive Learning Tm Labor-HQ01/BASE	1.000	AU	(b) (4)	
40	Distributive Learning Tm Trvl-HQ01/BASE	1.000	AU	\$3,000.00	\$3,000.00
50	Training Rm Support Labor-HQ01/BASE	1.000	AU	(b) (4)	
60	Training Rm Support Trvl-HQ01/BASE	1.000	AU	\$4,000.00	\$4,000.00
70	Training Services Labor-HQ01/BASE	1.000	AU	(b) (4)	
80	FIMP 7 - KMT Training Labor-TSD/IU107	1.000	AU	(b) (4)	
90	FIMP 7 - KMT Training Trvl-TSD/IU107	1.000	AU	\$10,007.40	\$10,007.40
100	FIMP 7 -BigFix Tier1 & 2 O&M-TSD/IR192	1.000	AU	(b) (4)	
110	FIMP 7 -BigFix Training-TSD/IR192	1.000	AU	(b) (4)	
120	BEMS Training Labor-HQ01/BASE	1.000	AU	(b) (4)	
130	BEMS Training Travel-HQ01/BASE	1.000	AU	\$61,088.45	\$61,088.45
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150	CCD Cert Training-NTP/HQ01	1.000	AU	(b) (4)	
160	CCD Cert Travel-NTP/HQ01	1.000	AU	\$300.00	\$300.00
170	CCD Officer Training-NTP/AP01	1.000	AU	(b) (4)	
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220	TRaCT-VHFRadio TRVL-NTP/AP01	1.000	AU	\$33,000.00	\$33,000.00
230	TRaCT-VHFRadioAdv Labor-NTP/HQ01	1.000	AU	(b) (4)	
240	TRaCT-VHFRadioAdv TRVL-NTP/HQ01	1.000	AU	\$128,419.83	\$128,419.83
250	COSS Training-NTP/AP01	1.000	AU	(b) (4)	
260	COSS Travel-NTP/AP01	1.000	AU	\$6,600.00	\$6,600.00
270	COSS Training-NTP/BN01	1.000	AU	(b) (4)	
280	COSS Travel-NTP/BN01	1.000	AU	\$16,500.00	\$16,500.00
290	COSS Training-NTP/HQ01	1.000	AU	(b) (4)	
300	COSS Travel-NTP/HQ01	1.000	AU	\$8,765.80	\$8,765.80
310	SEACATS Training Labor-NTP/AP01	1.000	AU	(b) (4)	
320	SEACATS Training Travel-NTP/AP01	1.000	AU	\$6,600.00	\$6,600.00
330	SEACATS Training Labor-NTP/BN01	1.000	AU	(b) (4)	
340	SEACATS Training Travel-NTP/BN01	1.000	AU	\$20,967.20	\$20,967.20
350	SEACATS Training Labor-NTP/HQ01	1.000	AU	(b) (4)	
360	SEACATS Training Travel-NTP/HQ01	1.000	AU	\$20,967.20	\$20,967.20
370	TECS Training Labor-NTP/AP01	1.000	AU	(b) (4)	
380	TECS Training Travel-NTP/AP01	1.000	AU	\$6,600.00	\$6,600.00
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420	TECS Training Travel-NTP/HQ01	1.000	AU	\$11,236.51	\$11,236.51
430	SBI Training - Webbased Developement	1.000	AU	(b) (4)	
440	SBI Training - Contractor Travel	1.000	AU	\$10,000.00	\$10,000.00
450	SBI Training - Labor	1.000	AU	(b) (4)	
460	SBI Training - FTO Labor	1.000	AU	(b) (4)	
470	Computer Security Labor - HQ01/BASE	1.000	AU	(b) (4)	
480	Computer Security Travel - HQ01/BASE	1.000	AU	\$28,500.00	\$28,500.00
490	End User FY10 Training - CUP 11/BASE	1.000	AU	(b) (4)	

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
500	NCIC/NLETS FY10 Training - CUP26/BASE	1.000	AU	(b) (4)	(4)
510	End User FY10 Training II - CUP15b/BASE	1.000	AU		
520	TOMIS Training Costs - BEMS	1.000	AU		
530	TOMIS Training Costs - BEMS	1.000	AU		
540	PSPO Training Support	1.000	AU		
550	PSPO Training Support	1.000	AU		
560	PSPO Training Support	1.000	AU		
570	PSPO Training Support	1.000	AU		
580	PSPO Training Support	1.000	AU		
590	PSPO Travel	1.000	AU		
600	PSPO Travel	1.000	AU	\$124,000.00	\$124,000.00

Total Funded Value of Award:

\$9,062,214.82

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2525USCSGLCS0923020610Z64B10400HQ01 IR1072525	(b) (4)
20	6100.2525USCSGLCS0923020610Z64B10400HQ01 IR1072525	\$50,000.00
30	6100.2525USCSGLCS0923020610Z64B10400HQ01 IR1072525	(b) (4)
40	6100.2525USCSGLCS0923020610Z64B10400HQ01 IR1072525	\$3,000.00
50	6100.2525USCSGLCS0923020610Z64B10400HQ01 IR1072525	(b) (4)
60	6100.2525USCSGLCS0923020610Z64B10400HQ01 IR1072525	\$4,000.00
70	6100.2525USCSGLCS0923020610Z64B10400HQ01 IR1072525	(b) (4)
80	6100.2525USCSGLCS0923020620Z63T10400HQ01 IR1922525	(b) (4)
90	6100.2525USCSGLCS0923020620Z63T10400HQ01 IR1922525	\$10,007.40
100	6100.2525USCSGLCS0923020620Z63T10400HQ01 IR1922525	(b) (4)
110	6100.2525USCSGLCS0923020620Z63T10400HQ01 IR1922525	(b) (4)
120	6100.2525USCSGLCS0923020610Z64B10400HQ01 IR1072525	(b) (4)
130	6100.2525USCSGLCS0923020610Z64B10400HQ01 IR1072525	\$61,088.45
140	6100.2525USCSGLCS0923020620Z63T10400AP01 640602525	(b) (4)
150	6100.2525USCSGLCS0923020610Z64B10400HQ01 112502525	(b) (4)
160	6100.2525USCSGLCS0923020610Z64B10400HQ01 112502525	\$300.00
170	6100.2525USCSGLCS0923020610Z64B10400AP01 112502525	(b) (4)
180	6100.2525USCSGLCS0923020610Z64B10400AP01 112502525	\$17,440.00
190	6100.2522USCSGLCS0923020610Z64B10400BN01 112502522	(b) (4)
200	6100.2522USCSGLCS0923020610Z64B10400BN01 112502522	\$128,419.83
210	6100.2522USCSGLCS0923020610Z64B10400AP01 112502522	(b) (4)
220	6100.2522USCSGLCS0923020610Z64B10400AP01 112502522	\$33,000.00
230	6100.2522USCSGLCS0923020610Z64B10400HQ01 112502522	(b) (4)
240	6100.2522USCSGLCS0923020610Z64B10400HQ01 112502522	\$128,419.83
250	6100.2525USCSGLCS0923020610Z64B10400AP01 112502525	(b) (4)
260	6100.2525USCSGLCS0923020610Z64B10400AP01 112502525	\$6,600.00
270	6100.2525USCSGLCS0923020610Z64B10400BN01 112502525	(b) (4)
280	6100.2525USCSGLCS0923020610Z64B10400BN01 112502525	\$16,500.00
290	6100.2525USCSGLCS0923020610Z64B10400HQ01 112502525	(b) (4)
300	6100.2525USCSGLCS0923020610Z64B10400HQ01 112502525	\$8,765.80
310	6100.2525USCSGLCS0923020610Z64B10400AP01 112502525	(b) (4)
320	6100.2525USCSGLCS0923020610Z64B10400AP01 112502525	\$6,600.00
330	6100.2525USCSGLCS0923020610Z64B10400BN01 112502525	(b) (4)
340	6100.2525USCSGLCS0923020610Z64B10400BN01 112502525	\$20,967.20
350	6100.2525USCSGLCS0923020610Z64B10400HQ01 112502525	(b) (4)
360	6100.2525USCSGLCS0923020610Z64B10400HQ01 112502525	\$20,967.20
370	6100.2525USCSGLCS0923020610Z64B10400AP01 112502525	(b) (4)
380	6100.2525USCSGLCS0923020610Z64B10400AP01 112502525	\$6,600.00
390	6100.2525USCSGLCS0923020610Z64B10400BN01 112502525	(b) (4)

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
400	6100.2525USCSGLCS0923020610Z64B10400BN01 112502525	\$11,200.00
410	6100.2525USCSGLCS0923020610Z64B10400HQ01 112502525	(b) (4)
420	6100.2525USCSGLCS0923020610Z64B10400HQ01 112502525	\$11,236.51
430	6100.2525USCSGLCS0923020610Z64B10173SB02 IU1062525	(b) (4)
440	6100.2525USCSGLCS0923020610Z64B10173SB02 IU1062525	\$10,000.00
450	6100.2525USCSGLCS0923020610Z64B10173SB02 IU1062525	(b) (4)
460	6100.2525USCSGLCS0923020610Z64B10173SB02 IU1062525	(b) (4)
470	6100.2525USCSGLCS0923020610Z64B10400HQ01 IR1062525	(b) (4)
480	6100.2525USCSGLCS0923020610Z64B10400HQ01 IR1062525	\$28,500.00
490	6100.2525USCSGLCS0923020610Z64B10400HQ01 IR1062525	(b) (4)
500	6100.2525USCSGLCS0923020610Z64B10400HQ01 IR1072525	(b) (4)
510	6100.2525USCSGLCS0923020610Z64B10400HQ01 IR1062525	(b) (4)
520	6100.2525USCSGLCS0923040000Z64B09112AM01 IU3012525	(b) (4)
530	6100.2525USCSGLCS0923040000Z64B09112AM01 IU3012525	(b) (4)
540	6100.2525USCSGLCS0923050000Z63F10400AP01 IS4502525	(b) (4)
550	6100.2525USCSGLCS0923050000Z63F10400HQ01 IS4702525	(b) (4)
560	6100.2525USCSGLCS0923050000Z63F10400AP01 640502525	(b) (4)
570	6100.2525USCSGLCS0923050000Z63F10166HQ01 IS4802525	(b) (4)
580	6100.2525GLCS0923050000ZJ0108081R0HQ01 IS4502525	(b) (4)
590	6100.2525USCSGLCS0923050000Z63F10166HQ01 IS4802525	\$108,066.00
600	6100.2525USCSGLCS0923020100Z63U10400HQ01 IR1072525	\$124,000.00

I.3 3052.204-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JUN 2006)

- (a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.
- (b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.
 - (1) Within days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.
 - (2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.
 - (3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.
- (c) Examples of tasks that require security provisions include—
 - (1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and
 - (2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).
- (d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any

contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

(End of Clause)

I.4 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006) Alternate I (JUN 2006)

- (a) Sensitive Information, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:
- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
 - (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
 - (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
 - (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- (b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
- (c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
- (d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.
- (e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

- (f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.
- (g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.
- (h) The contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.
- (i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).
- (j) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.
- (k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:
 - (1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;
 - (2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
 - (3) The waiver must be in the best interest of the Government.
- (l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of Clause)

1.5 3052.242-71 DISSEMINATION OF CONTRACT INFORMATION (DEC 2003)

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

(End of Clause)

1.6 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)

- (a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

- (b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of Clause)

I.7 CONTRACTING OFFICER'S AUTHORITY (MAR 2003)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

[End of Clause]

I.8 NON-PERSONAL SERVICE (MAR 2003)

1. The Government and the contractor agree and understand the services to be performed under this contract are non-personal in nature. The Contractor shall not perform any inherently Governmental functions under this contract as described in Office of Federal Procurement Policy Letter 92-1
2. The services to be performed under this contract do not require the Contractor or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.
3. The parties also recognize and agree that no employer-employee relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees. Contractor personnel under this contract shall not:
 - (a) Be placed in a position where there is an appearance that they are employed by the Government or are under the supervision, direction, or evaluation of any Government employee. All individual employee assignments any daily work direction shall be given by the applicable employee supervisor.
 - (b) Hold him or herself out to be a Government employee, agent or representative or state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as such and specify the name of the company of which they work.
 - (c) Be placed in a position of command, supervision, administration or control over Government personnel or personnel of other Government contractors, or become a part of the government organization. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to change the contract in any way. If the other Contractor believes this communication to be direction to change their contract, they should notify the CO for that contract and not carry out the direction until a clarification has been issued by the CO.
4. If the Contractor believes any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the Contractor shall promptly notify the CO of this communication or action.
5. Rules, regulations directives and requirements which are issued by U.S. Customs & Border Protection under their responsibility for good order, administration and security are applicable to all personnel who enter U.S. Customs & Border Protection installations or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

[End of Clause]

I.9 HOLIDAYS AND ADMINISTRATIVE LEAVE (MAR 2003)

U.S. Customs & Border Protection (CBP) personnel observe the following days as holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Any other day designated by Federal statute, by Executive Order or by the President's proclamation.

When any such day falls on a Saturday, the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, except as set forth in the contract.

Except for designated around-the-clock or emergency operations, contractor personnel will not be able to perform on site under this contract with CBP on holidays set forth above. The contractor will not charge any holiday as a direct charge to the contract. In the event Contractor personnel work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work.

In the event CBP grants administrative leave to its Government employees, at the site, on-site contractor personnel shall also be dismissed if the site is being closed. However, the Contractor shall continue to provide sufficient personnel to perform around-the-clock requirements of critical efforts already in progress or scheduled and shall be guided by the instructions issued by the Contracting Officer or her/his duly appointed representative. In each instance when the site is closed to Contractor personnel as a result of inclement weather, potentially hazardous conditions, explosions, or other special circumstances; the

Contractor will direct its staff as necessary to take actions such as reporting to its own site(s) or taking appropriate leave consistent with its policies. The cost of salaries and wages to the Contractor for the period of any such site closure are a reimbursable item of direct cost under the contract for employees whose regular time is normally a direct charge if they continue to perform contract work; otherwise, costs incurred because of site closure are reimbursable as indirect cost in accordance with the Contractor's established accounting policy.

[End of Clause]

I.10 ADDITIONAL CONTRACTOR PERSONNEL REQUIREMENTS (OCT 2007)

The Contractor will ensure that its employees will identify themselves as employees of their respective company while working on U.S. Customs & Border Protection (CBP) contracts. For example, contractor personnel shall introduce themselves and sign attendance logs as employees of their respective companies, not as CBP employees. The contractor will ensure that their personnel use the following format signature on all official e-mails generated by CBP computers:

[Name]
(Contractor)
[Position or Professional Title]
[Company Name]
Supporting the XXX Division/Office...
U.S. Customs & Border Protection
[Phone]
[FAX]
[Other contact information as desired]

[End of Clause]